

**DELGADO COMMUNITY COLLEGE  
PURCHASING DEPARTMENT  
2703 GENERAL DEGAULLE DR  
NEW ORLEANS, LOUISIANA 70114  
(504) 762-3027**

**INVITATION TO BID**

**BID NAME:**

**PARKING LOT RESURFACING**

**BID NUMBER: 40006-R001483**

**TO BE OPENED ON:  
FEBRUARY 1, 2010 AT 2:00 P.M.**

**CONTACT PERSON:  
SUSAN VARBLE  
DIRECTOR OF PURCHASING  
(504) 762-3031**

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY, STATE, ZIP**

\_\_\_\_\_  
**PHONE NUMBER      FAX NUMBER**

\_\_\_\_\_  
**SIGNATURE OF COMPANY REPRESENTATIVE**

\_\_\_\_\_  
**NAME (PRINTED) & TITLE OF COMPANY REPRESENTATIVE**

## GENERAL INFORMATION

1. Any questions regarding this Invitation to Bid shall be in writing and shall be addressed to Susan Varble at the following address:

Delgado Community College  
Temporary Executive Offices  
2703 General DeGaulle Dr  
New Orleans, La 70114-6222

Any additional information resulting from such inquiries shall be distributed to all bidders via addenda. The College will not be responsible for any other explanation of the documents. All questions or comments must be received no later than five (5) working days prior to bid opening. No such inquiries will be entertained after that date. Any disputes resulting from tardy inquiries will be interpreted in favor of the College.

2. Bids may be submitted by mail, or in person. Bids will not be accepted via fax or any other method. Mailed bids and hand carried bids shall go to the address in item #1. All bids returned via mail should have the bid name and number on the front of the envelope. Do not leave hand carried bids at the front desk. If bids are delivered via an express mail carrier, the bid name and number shall be on the outside of the packaging.

3. Each bidder is solely responsible for the accuracy and completeness of its bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the College.

4. Each bidder is solely responsible for the timely delivery of its bid. Delgado Community College will not be responsible for any delays in the delivery of bids, whether delayed in the mail, or for any reason whatsoever.

5. Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the College.

6. Assuming there is no prompt payment discount provision, payment will be made within 30 days from receipt of products in satisfactory condition, or within 30 days from receipt of invoice, whichever is later.

## **INSTRUCTIONS TO BIDDERS**

- 1. Bidders shall completely familiarize themselves with the site and special conditions which may exist. The site for parking lot resurfacing is: Delgado Community College, City Park Campus, 615 City Park Avenue, New Orleans, Louisiana.**
- 2. All bids must be submitted on the Bid Form included.**
- 3. Bidders are advised and put on notice to include in their bid all materials, labor, equipment and any and all incidentals required to complete the work as described, intended and implied by the contract documents.**
- 4. Bidders are advised that there is ongoing business at the site for repairs. Successful bidder will be required to limit activities that would disrupt the business being conducted at the site. Materials cannot be placed in areas to which the general public would have access.**
- 5. A mandatory job-site visit will be held at the site on January 21, 2010 at 10:00AM. All bidders are required to attend. Please contact Chris Rowley at (504) 274-6077 for the exact location for the site visit. The attached site visit form must be signed and submitted with the bid.**

## BID FORM

### SCOPE OF WORK:

The successful bidder shall perform parking lot resurfacing (as per the attached Specifications) located at:

Delgado Community College  
City Park Campus  
Navarre Avenue Lot & Baseball Stadium Lot  
615 City Park Avenue  
New Orleans, LA 70119  
Delgado Project Reference #R001483

### DECLARATION:

I (or we) do hereby declare that I (or we) have carefully examined the Specifications and Scope of Work for the above referenced project and I (or we) have examined the premises and that I (or we) have a clear understanding of said Documents, Addenda and premise and hereby propose to provide the necessary labor, equipment, materials, tools, and supervision necessary to perform "PARKING LOT RESURFACING" at the City Park Campus for the total sum price

of

\_\_\_\_\_

\$ \_\_\_\_\_

Please include breakdown of total sum price as follows:

\_\_\_\_\_ \$ \_\_\_\_\_  
Navarre Avenue Lot Resurfacing

\_\_\_\_\_ \$ \_\_\_\_\_  
Baseball Stadium Lot Resurfacing

Number of Days to Complete Project after receipt of purchase order:

\_\_\_\_\_

### ACKNOWLEDGMENT OF ADDENDA(S)

I/We acknowledge receipt of the following Addenda

No. \_\_\_\_\_ Date issued: \_\_\_\_\_

No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

No. \_\_\_\_\_ Date Issued: \_\_\_\_\_

**LICENSE AND REGISTRATION:**

In the event that this Bid is in excess of \$50,000 the undersigned hereby certifies that the undersigned is licensed in accord with all laws, ordinances, and statutes which may govern and/or which may have jurisdiction for the State of Louisiana and the parish of Orleans, as amended. License number should be stated on the outside of the envelope containing the bid.

Contractor's State License Number \_\_\_\_\_

**BID FORM (CONT.)**

We represent for your consideration, on the attached sheet, a list of similar work which we have completed recently, costing approximately as much or more than that which is contemplated in the proposed contract.

We understand and agree that the Owner reserves the right to reject any or all bids, to waive any and all informalities and to reject nonconforming, non-responsive or conditional bids, whichever is in the best interest of Delgado Community College. We understand that unless the bid is signed and all forms completed, it will not be considered a formal bid.

## Scope of Work

Contractor shall provide all labor, equipment, and materials to perform all work required to repair two asphalt parking lots at the Delgado City Park Campus.

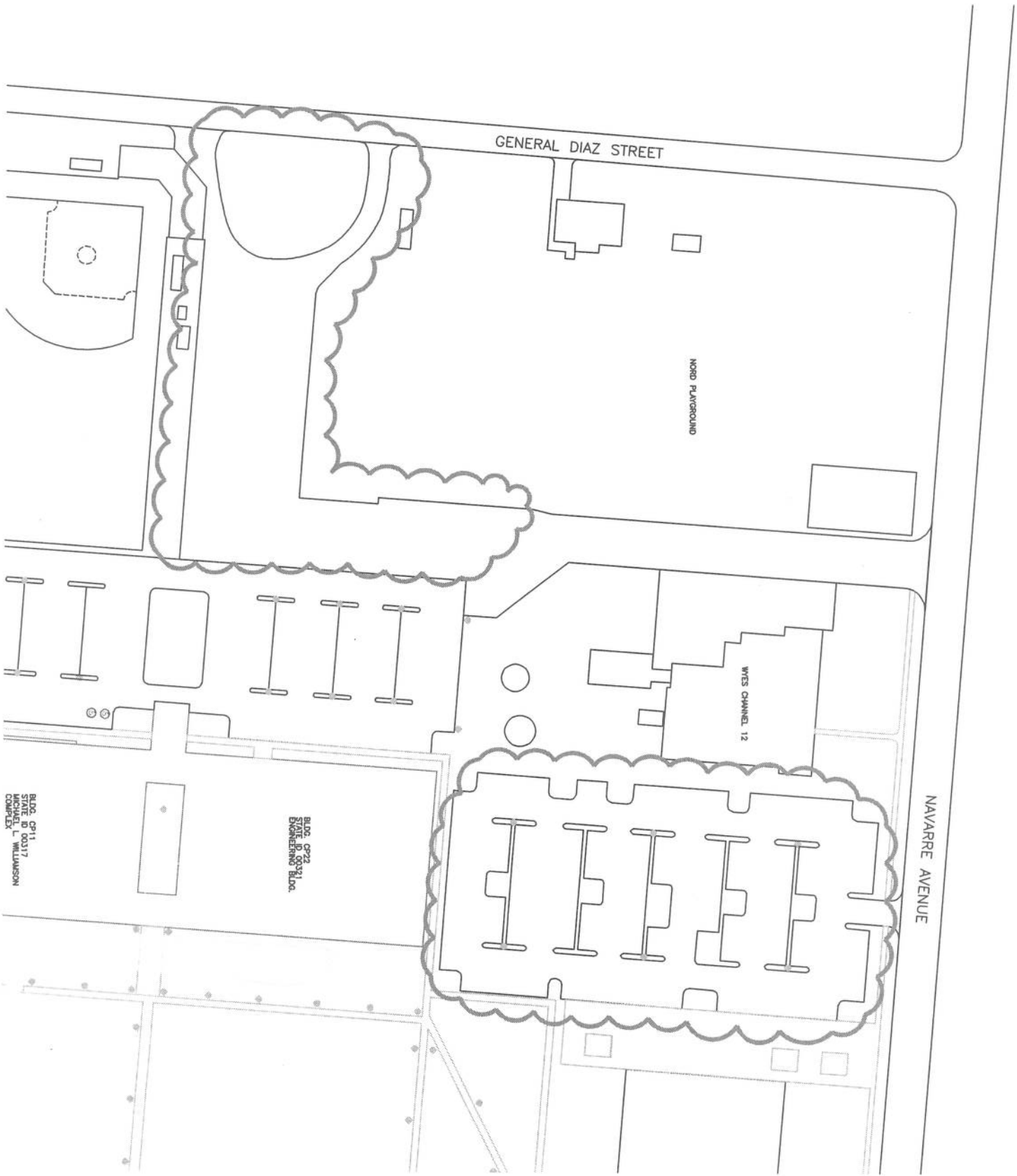
All work to be performed to normal practices of the trades and manufacturer's specifications of all materials used. The project includes but is not limited to the following scope of work.

### Base Ball Lot and Horseshoe Driveway:

- Mechanically grind 2" from existing surface.
- Apply crack seal and tack coat.
- Installing a 2" wearing coarse of hot-mix asphalt.
- Repaint pavement markings.

### Navarre Ave. Lot:

- Repair broken asphalt around storm drain.
- Apply crack seal and sealcoat entire lot.
- Repaint pavement markings.



GENERAL DIAZ STREET

NORD PLAYGROUND

WES CHAMBL 12

NAVARRE AVENUE

BLOC 0902  
STATE ID 00321  
ENGINEERING BLOC

BLOC 0911  
STATE ID 00317  
ENGINEERING BLOC

## ASPHALT RESURFACING – Baseball Lot and Horseshoe Driveway

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and hot-mix asphalt design mixes.
- B. Regulatory Requirements: Comply with requirements of Sections 501, 503, 504, 505, 1002, and 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2000 edition.
- C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements".

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Type 3 Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes
  - 1. Wearing Course: Local standard asphalt mix
  - 2. Provide mixes with a history of satisfactory performance in geographical area where Project is located and complying with ASTM D 3515 for the following nominal, maximum aggregate sizes:
    - a. Wearing Course: 2 inch
- B. Crafcro Polyflex Type 3 Sealant
- C. Pavement-Marking Paint: MPI #32 alkyd traffic marking paint.

## PART 3 - EXECUTION

## 3.1 SITE PREPARATION

- A. Milling
  - 1. Mechanically grind 2" from existing surface and haul away debris.
- B. Crack Sealing
  - 1. Clean existing cracks greater than 3/8" by way of power blowing and motorized wire wheel.
  - 2. Seal with hot pour Crafcro Polyflex Type 3 sealant using heat transfer oil jacketed melter kettle with regulated material temperature control and adjustable flow material pump and hand distribution wand.
  - 3. Use rubber "V" squeegee to level surface of sealant to grade.
- C. Tack Coat



1. Clean existing asphalt surfaces by way of power sweeping and blowing.
2. Install a SS1 tack coat.

### 3.2 PAVING

- A. Install a 2" overlay of Type 3 hot mix asphalt wearing coarse.
  1. Spread mix at minimum temperature of 250 deg F.
- B. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers. Complete compaction before mix temperature cools to 185 deg F.
- C. Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness.
- D. Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to 92 percent of reference maximum theoretical density according to ASTM D 2041.
- E. Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- F. While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- G. Remove and restore paved areas that are defective or contaminated.
- H. Allow paving to age for 14 days before starting pavement marking.
- I. Repaint pavement markings per existing layout and design.
- J. Apply pavement-marking paint with mechanical equipment to a minimum wet film thickness of 15 mils.

END OF SECTION

## ASPHALT PATCHING – Navarre Ave. Parking Lot

## PART 1 - GENERAL

## 1.1 SECTION REQUIREMENTS

- A. Regulatory Requirements: Comply with requirements of Sections 501, 503, 504, 505, 1002, and 1003 of the Louisiana Standard Specifications for Roads and Bridges, 2000 edition.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Type 3 Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes
  - 1. Wearing Course: Local standard asphalt mix
  - 2. Provide mixes with a history of satisfactory performance in geographical area where Project is located and complying with ASTM D 3515.
- B. Crafcro Polyflex Type 3 Sealant
- C. GEM Seal Coal Tar Emulsion
  - 1. Two Spray Coats
- D. Pavement-Marking Paint: MPI #32 alkyd traffic marking paint.

## PART 3 - EXECUTION

## 3.1 SITE PREPARATION

- A. Asphalt Patching
  - 1. Remove broken asphalt around storm drain inlet and repair with Type 3 Hot-Mix Asphalt.
- B. Crack Sealing
  - 1. Clean existing cracks greater than 3/8" by way of power blowing and motorized wire wheel.
  - 2. Seal with hot pour Crafcro Polyflex Type 3 sealant using heat transfer oil jacketed melter kettle with regulated material temperature control and adjustable flow material pump and hand distribution wand.
  - 3. Use rubber "V" squeegee to level surface of sealant to grade.
- C. Sealcoating
  - 1. Clean existing asphalt surfaces by way of power sweeping and blowing.

2. Install 2 spray coats of GEM Seal coal tar emulsion (Fed. Spec. FAA RP-355e) with 1500 gallon, fully agitated tanker truck with hydraulic piston pump and spray bar with overlapping nozzles.
  3. Install two coats at an application rate of 0.18 gal/sq yd for the first coat, and 0.15 gal/sq yd for the second coat.
  4. Emulsion to be formulated with 40% water, 2% latex additive (GS-10), and 2 lb of sand aggregate (Commercial Fine #4) per gallon of sealer concentrate.
- D. Pavement Marking
1. Repaint per existing layout and design.
  2. Apply 2 coats of acrylic latex traffic paint (Fed. Spec. TT-P-1952B).
  3. Apply pavement-marking paint with mechanical equipment to a minimum wet film thickness of 15 mils.

END OF SECTION

## SECTION 32 17 23 PAVEMENT MARKINGS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

This work shall consist of furnishing and applying paint on pavement surfaces, in the form of traffic lanes, parking bays, areas restricted to handicapped persons, crosswalks, and other detail pavement markings, in accordance with the details as shown or as prescribed by the Project Manager. Conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the U.S. Department of Transportation, Federal Highway Administration, for details not shown.

#### 1.2 SUBMITTALS

- A. Furnish Manufacturer's Certificates and Data certifying that the following materials conform to the requirements specified.
- B. Paint.

#### 1.3 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Federal Specifications (Fed. Spec.):  
TT-P-1952D ..... Paint, Traffic Black, and Airfield Marking, Waterborne
- C. Master Painters Institute (MPI):  
No. 97-2007..... Latex Traffic Marking Paint

### PART 2 - PRODUCTS

#### 2.1 PAINT

Paint for marking pavement (parking lot and zone marking) shall conform to MPI No. 97, color as shown. Paint shall be in containers of at least 5 gallons. A certificate shall accompany each batch of paint stating compliance with the applicable publication.

#### 2.2 PAINT APPLICATOR

Apply all marking by approved mechanical equipment. The equipment shall provide constant agitation of paint and travel at controlled speeds. The equipment shall have manual control to apply continuous lines of varying length and marking widths as shown. Provide pneumatic spray guns for hand application of paint in areas where a mobile paint applicator cannot be used. An

experienced technician that is thoroughly familiar with equipment, materials, and marking layouts shall control all painting equipment and operations.

## 2.3 SANDBLASTING EQUIPMENT

Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall furnish not less than  $0.08 \text{ m}^3/\text{s}$  (150 cfm) of air at a pressure of not less than 625 kPa (90 psi) at each nozzle used.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATION

- A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of marking materials.
- B. Thoroughly clean all surfaces to be marked before application of paint. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods. Completely remove rubber deposits, existing paint markings, and other coatings adhering to the pavement with scrapers, wire brushings, sandblasting, mechanical abrasion, or approved chemicals as directed by the Project Manager. Where oil or grease are present on old pavements to be marked, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application. After cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint. Pavement marking shall follow as closely as practicable after the surface has been cleaned and dried, but do not begin any marking until the Project Manager has inspected the surface and gives permission to proceed. The Contractor shall establish control points for marking and provide templates to control paint application by type and color at necessary intervals. The Contractor is responsible to preserve and apply marking in conformance with the established control points.

### 3.2 APPLICATION

Apply uniformly painted pavement marking of required colors, length, and width with true, sharp edges and ends on properly cured, prepared, and dried surfaces in conformance with the details as shown and established control points. Temperature of the surface to be painted and the atmosphere shall be above 50°F and less than 95°F. Apply the paint at a wet film thickness of 0.015 inch. Apply paint in one coat. At the direction of the Project Manager, markings showing light spots may receive additional coats. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening of asphalt, and pick-up, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the marking,

discontinue paint operations until cause of the slow drying is determined and corrected. Remove and replace marking that is applied at less than minimum material rates; deviates from true alignment; exceeds stipulated length and width tolerances; or shows light spots, smears, or other deficiencies or irregularities. Use carefully controlled sand blasting, approved grinding equipment, or other approved method to remove marking so that the surface to which the marking was applied will not be damaged.

### 3.3 PROTECTION

Conduct operations in such a manner that necessary traffic can move without hindrance. Protect the newly painted markings so that, insofar as possible, the tires of passing vehicles will not pick up paint. Place warning signs at the beginning of the wet line, and at points well in advance of the marking equipment for alerting approaching traffic from both directions. Place small flags or other similarly effective small objects near freshly applied markings at frequent intervals to reduce crossing by traffic. Efface and replace damaged portions of markings at no additional cost to the Government.

### 3.4 DETAIL PAVEMENT MARKING

Use Detail Pavement Markings, exclusive of actual traffic lane marking, at exit and entrance islands and turnouts, on curbs, at crosswalks, at parking bays, and at such other locations as shown. Show the International Handicapped Symbol at indicated parking spaces. Color shall be as shown. Apply paint for the symbol using a suitable template that will provide a pavement marking with true, sharp edges and ends. Place detail pavement markings of the color(s), width(s) and length(s), and design pattern at the locations shown.

### 3.5 FINAL CLEAN-UP

Remove all debris, rubbish and excess material from the Station.

--- E N D ---

# GEM SEAL™

## HEAVY DUTY PAVEMENT SEALER

### DETAILED APPLICATION SPECIFICATIONS

#### 1. Scope:

This recommended practice covers the application of mineral-colloid-stabilized emulsified coal tar pavement sealer. This application serves as weather protection, beautification of surface, and aliphatic-solvent (petroleum distillates such as gas, oil and diesel) resistant seal for asphaltic concrete pavements of airport ramps, taxiways and fueling aprons, parking lots, and driveways.

#### 2. References:

- 2.1. Federal Specification R-P-355e; Pitch, Coal Tar Emulsion (Coating for Bituminous Pavements)
- 2.2. ASTM Specification D-3320; Standard Specification for Emulsified Coal Tar Pitch (Mineral Colloid Type)
- 2.3. ASTM Specification D-490; Standard Specification for Road Tar
- 2.4. ASTM Specification D-3423; Standard Practice for Application of Emulsified Coal Tar Pitch
- 2.5. ASTM Specification D-2939; Standard Methods of Testing Emulsified Bitumens Used as Protective Coatings
- 2.6. ASTM Specification D-4866; Performance Standard for Coal Tar Pitch Emulsion Pavement Sealer Foundations Containing Mineral Aggregates and Optional Polymeric Admixtures

#### 3. Materials:

- 3.1. Emulsified coal tar pavement sealer, Gem Seal™, will conform to the following requirements:
  - 3.1.1. Federal Specification RP-355e. Non volatiles (solids) shall be 51% ±1%.
  - 3.1.2. The refined tar prior to emulsification shall conform to ASTM D-490, grade RT-12. The refined tar shall be derived from high temperature coke oven tar. Oil and water gas tars shall not be used even though they might comply with ASTM D-490, grade RT-12.
  - 3.1.3. The emulsion shall be produced using a colloid mill to insure homogeneity and appropriate size of the particles in suspension.
  - 3.1.4. The contractor and/or his supplier will provide a certification with each bulk emulsion delivery indicating compliance with the above requirements. Further, the certificate will indicate the non-volatiles (solids) content and ash content of that particular transport lot as determined by results of tests performed on material loaded. Such certifications shall be subject to verification by testing samples of the emulsion received for use on the project. Costs of verification testing should be borne by the Project Administrators.
- 3.2. Dilution water shall be potable and free of excessive minerals and contaminants. Water will be provided by the Project Administrator and available within a reasonable distance from the job site.
- 3.3. Sand will be washed and graded silica sand, or crushed, washed, and graded slag, free of all contaminants, and conforming to the following gradation:

Sieve Size	% Passing
#8	100
#16	95 - 100
#30	60 - 93
#50	10 - 40
#100	0 - 10
#200	0 - 2

Note: Gradations outside these ranges may be used provided past history shows evidence of a durable surface.

- 3.4. Latex additive compounds shall be Gem Seal **ULTRA** or **GS-10** Latex and conform to the following general specifications\*:

Product:	<b>ULTRA</b>	<b>GS-10</b>
Chemical name:	Nitrile Rubber	Neoprene Rubber
Solids content:	40% minimum	40% minimum
Particle size:	0.1 - 0.5 microns	0.1 - 0.5 microns
Viscosity, cps:	100 maximum	75 minimum
Specific gravity:	1.01	1.08 , 1.23 on residue

*Note: Ultra and GS-10 latex shall not be mixed together.*

4. **Equipment:** All tools and equipment necessary to perform the contract in accordance with the specified terms and conditions, such as brushes, hand squeegees, pumps and hose equipment, storage tanks, mixing tanks, water distributors, power sweepers, blowers, barricades and applicator equipment shall be provided as required by the contractor. All methods employed in performing the work and all equipment necessary for executing any part of the work shall be subject to approval by the Project Administrator before work is started, and when found unsatisfactory will be corrected. All equipment will be in good working condition.

- 4.1. Spray equipment used on the job shall have mechanical mixing devices incorporated in their construction to assure homogeneous mixing of the emulsion and required additives. The pumping system must be adequate to apply a uniform coating at the specified rates of application. Equipment requiring pressurization of the mixing tank for distribution will not be used.



4.2. Motorized squeegee application equipment used on the job will have two or more devices such as squeegees and/or drag broom assemblies to assure even distribution of the tar emulsion system. Mechanical mixing devices will be incorporated into the construction of the applicator to assure homogeneous mixing of the emulsion and required additives.

4.3. Mixing or agitating equipment may be either portable powered or a tank-type power mixer. In any case, mixers shall be of sufficient capacity to assure homogeneous mixing of the emulsion and required additives and to maintain complete suspension of mineral aggregate until the emulsion system is applied to the pavement. All storage tanks or drop tankers shall be equipped with mechanical agitators sufficient to keep the coal tar emulsion homogeneous during storage.

## 5. Preparation of Surfaces:

5.1. Allow new asphalt to cure. Cure time varies with type of asphalt, aggregate, weather conditions, and construction procedures. Hot mix asphalt will usually cure in 30 - 90 days. Cold mix pavements should have at least 90 days to cure. Required cure time should be determined by the Project Administrator, and a written order to proceed will be furnished to the contractor.

5.2. Wide cracks, extensive alligator cracking patterns, soft or sunken spots indicate that the pavement and/or base should be repaired or replaced. Extensive patching shall be allowed to cure prior to sealcoating in accordance with 5.1.

5.3. Thoroughly inspect the pavement for minor cracks and other imperfections. Ignore hairline cracks. Cracks of approximately 1/4 - 3/4 inch wide should be cleared of debris and filled with a Gem Seal approved crack sealant in accordance with manufacturer's specification. (OPTIONAL)

5.4. Remove oil and grease spots that have not permanently damaged or softened the pavement by scrubbing with a detergent and flushing with water until a water-break-free surface is obtained. Oil and grease spots with deeper penetration will be treated by burning with hand held propane torch, and then coating the spot with an approved oil spot primer such as Tar-Prime. If the oil spot is so severe as to cause permanent deterioration of the pavement, or if the pavement has failed due to other causes, the pavement shall be removed to the full depth of the damage and replaced with new asphalt pavement in accordance with paragraph 5.1.

5.5. Old traffic control lines may be blackened with black epoxy or black acrylic coatings. Excessive build up of lines should be abraded before any prime coats of asphalt or tar emulsion are applied. (OPTIONAL)

5.6. Highly oxidized or weathered surfaces shall be primed. Prime with SS-1, SS-1h, CSS-1, CSS-1h asphalt emulsions or with Gem Seal Tar Prime coal tar emulsion. Asphalt emulsions shall be diluted one part asphalt emulsion to 5 parts potable water and uniformly applied to the pavement at a rate of  $0.10 \pm 0.02$  gallon per square yard. Tar Prime shall be diluted one part Tar Prime to two parts water and applied at a rate of 0.07 - 0.10 gallons per square yard. The prime shall be allowed to cure for 24 hours before applying pavement sealer. (OPTIONAL)

5.7. Immediately before application of sealer, clean the surface of all loose dust, dirt, leaves, and any other foreign materials by sweeping, blowing, flushing with water, or any combination of the three.

## 6. Mix Design and Application Rates:

6.1.

Use	Coats	Gem Seal Gallon	Water Gallon	Sand ** 100 lbs	ULTRA or GS-10 Latex Gallon	Application Mix Gal/Sq. Yd
Low	1st	100	30-50	3-5	0-4	0.10 - 0.15
Traffic	2nd	100	25-45	0-4	0-4	0.08 - 0.12
Moderate	1st	100	40-60	3-5	2-5	0.10 - 0.15
Traffic	2nd	100	40-60	0-4	2-5	0.08 - 0.12
High	1st*	100	30-60	3-5	2-5	0.10 - 0.15
Traffic	2nd	100	30-60	3-5	2-5	0.10 - 0.15
	3rd	100	25-55	0-4	2-5	0.08 - 0.12

\*1st Coat is applied to entrances, exits, traffic lanes and turning radii.

\*\* Sand should be added to the final coat when skid resistance is needed.

**NOTE:** 1. These water dilution ratios are volumetric and are based on receiving Gem Seal Coal Tar Emulsion with a solids content of 50 to 52 percent.  
2. Approximately 20 pounds of sand displaces 1 gallon of liquid.



**WARNING:** Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 3 to 5 pounds of sand per gallon. CAUTION MUST BE EXERCISED, particularly when skid resistance is a major safety factor.

6.2. Latex additives: The latex additive will be added at the specified rate as indicated in the job mix formula  $\pm 0.25\%$ . Undiluted latex will first be diluted with an equal volume of water and added slowly to the emulsion after mix water and prior to the addition of any sand. Latex will be added while the mixer is in operation to assure uniform dispersion and no coagulation of the latex. Diluent water added to the latex will be considered part of the mix water required in paragraph 6.1.

6.3. Sand will be slowly added after the mix water and any required latex additives have been dispersed into the tar emulsion. Again, the mixer will be in operation during the addition of the sand to assure uniform dispersion and to prevent overloading of the mixing device. Additional amounts of water may be added, if necessary, should the tar emulsion system become too thick to be uniformly applied. Additional water will be added only after the Project Administrator has been notified, and additions will not exceed those amounts expressly stipulated by the Project Administrator.

6.4. Slow mixing shall be continuous from the time all materials are placed into the mixer until the pavement sealer mix is applied by the application equipment. During the entire mixing process, no breaking, segregating, or hardening of the emulsion, and no balling or lumping of the aggregate shall be permitted.

6.5. The coating shall be applied uniformly over the entire pavement surface and free of voids and pinholes. When pavement temperatures are in excess of 120°F, fog spraying of pavement with clean water is recommended to achieve better bond and even spreading of material. Fog spray shall dampen pavement without leaving puddles. (OPTIONAL)

6.6. Subsequent coats will be applied only after the previous coat is dried, preferably 24 hours later, but no less than 4 hours under ideal conditions. Ideal conditions are temperatures in excess of 70°F, sunshine, and less than 60% relative humidity. Marginal conditions can require curing times greater than 24 hours. Subsequent coats should be applied at right angles to the previous coat, if possible.

6.7. Sealer will not be applied unless the temperature is a minimum 50°F and rising and pavement temperature is 60°F and rising. Work will be completed so that there is a minimum of two hours of direct sunlight remaining after completing the day's work. Sealer will not be applied under rainy or wet conditions such as an overcast sky with high humidity. UNDER NO CIRCUMSTANCES will work be performed under cold and/or wet conditions, nor will tar emulsion be used that has been subjected to freezing weather.

## 7. Incidentals:

7.1. The contractor and Project Administrator will coordinate their activities with each other to insure the availability of the work area so as not to delay the execution of the project, to maintain traffic flow, and to minimize activities that might be detrimental to the work in progress such as automatic sprinkler systems, other customer or construction traffic, etc.

7.2. The contractor will notify the Project Administrator of pavement areas that he feels have so deteriorated or have other outside factors such as poor drainage, improper construction, etc., that will render the application of a seal coat ineffective.

7.3. Striping will be done with a latex or acrylic paint approved by the manufacturer. No striping will commence until the seal coat to be striped has cured for at least 24 hours.

7.4. The contractor shall submit with his proposal at least three references of previously completed projects, proof of workers compensation and liability insurance coverage, and all local business licenses and permits as required by local authorities.

7.5. The contractor will provide a performance and payment bond to the Project Administrator - OR- waivers of lien from suppliers will be provided with each invoice for payment. (OPTIONAL)

**8. Job Site Location and Scope of the Project:** See Exhibit "A". (To be drawn and attached by property owner, or manager, or architect/engineer).

**9. Basis of Payment:** These prices shall be full compensation for furnishing materials, preparation, mixing, and applying materials in compliance with this specification, and for all the tools, equipment, labor, and incidentals necessary to complete this project.

The proposal shall indicate by line item:

1. The approximate square yards and cost of patching to be performed.
2. The approximate lineal feet and cost of crack sealing to be performed.
3. The approximate square yards and cost of the sealcoating to be performed.
4. The approximate lineal feet and cost of the traffic striping to be performed. -OR- A lump sum cost when performed in accordance with painting diagrams provided by the Project Administrator.
5. Total cost of project. (State and local taxes shall be identified by type and amount.)

## 10. WARNINGS and Miscellaneous Notes:

10.1. Skid Resistance: Sealcoats, when improperly applied and/or under certain environmental conditions, may become slippery. As with any paint-like coating, repeated applications reduce texture. Skid resistance can be improved with additions of 4 to 6 pounds of sand per gallon. CAUTION MUST BE EXERCISED, particularly when skid resistance is a major safety factor. Gem Seal does not recommend sealcoating asphalt pavements with the following characteristics; main thoroughfares, runways, steep inclines, poor drainage, and vehicles traveling at speeds in excess of 25 mph that are subject to rapid stops or hydroplaning. Gem Seal recommends applying coal tar emulsion to asphalt pavement surfaces only.

10.2. Container Warning: Containers, regardless of being empty, half full, or full of product, may retain a residue of liquid and/or vapor and can be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to clean since residue is difficult to remove. "Empty" drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner. Empty pails should have a hole punched in the pail bottom to prevent drowning of small children. All other containers should be disposed in an environmentally safe manner and in accordance with governmental regulations. For work on tanks refer to OSHA regulations, ANSI Z49.1, and other governmental and industrial references pertaining to cleaning, repairing, welding, or other contemplated operations.

\*\*Container refers to any vessel, can, drum, tanker, distributor tank, etc., that may be used for handling and/or storing any of the products covered by this guideline specification or any product of unknown origin.

10.3. Health and Environmental: Gem Seal is not considered a hazardous waste and meets all current Federal requirements for industrial waste. **AS AN APPLICATOR** you should be familiar with all potential hazards prior to entering the workplace. Toxicity Characterization Leaching Procedure information and Material Safety Data Sheets will be provided upon request. In case of accidental spill, contain with absorbent material, allow to dry, and dispose of according to local, state and federal regulations. Precautions should be taken to prevent surface runoff and Gem Seal from entering storm drainage system or ponds.

10.4. Maintenance of coating can prolong its life and attractive appearance. Sand, gravel and other debris should be removed as they accumulate. Oil drippings, antifreeze, etc. can be scrubbed with mild detergents and flushed with clean water.

10.5. Technical assistance available upon request.

10.6. Do not allow to freeze.

## LIMITED WARRANTY

Gem Seal coal tar emulsion (Federal Grade) is warranted to meet or exceed all requirements of Federal Spec RP-355e. Gem Seal will provide detailed specifications and certifications upon request.

The manufacturer warrants these materials to be merchantable quality, when stored, used, and applied in accordance with these specifications. While the manufacturer recommends uses for these materials based on tests believed reliable, the manufacturer in no way guarantees particular methods of use, applications, or performance under certain conditions. The manufacturer does not warrant these products to be suitable for any use or method of application other than the general purpose and method of application as indicated in these specifications. Liability under this warranty is limited to the replacement of the product proven defective or to the purchase price, at the manufacturer's option, upon return of the unused portion. This warranty is made in lieu of all other expressed or implied warranties and excludes liability for consequential damages. In the event of a claim under this warranty, written notice of the complaint must be given to the manufacturer.

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5201 Causeway Blvd., TAMPA, FL 33619 27409 (813) 623-3941	4765 Frederick Dr., S.W. ATLANTA, GA 30336 (404)696-7660	2290 Channel Ave. MEMPHIS, TN 38113 (901) 775-2585	3111 W. Saner Ave. DALLAS, TX 75233 (214) 333-4343	139 S. Walnut Circle GREENSBORO, NC (336) 854-82001
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**GEM SEAL,™**



420 N. Roosevelt Ave. • Chandler AZ 85226  
1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513  
www.crafco.com

## PRODUCT DATA SHEET

### POLYFLEX TYPE 3

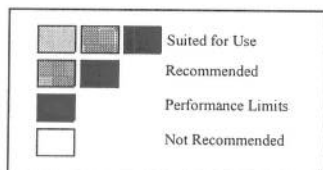
PART NO. 34521

MARCH 2009

#### READ BEFORE USING THIS PRODUCT

**GENERAL** Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

**USAGE GUIDELINES** PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.



High Temperature Grade (°C)		58	64	70	76	82
Low Temperature Grade (°C)	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					

Pavement Temp for Filler Usage

#### SPECIFICATION CONFORMANCE

The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

##### Test

Cone Penetration (ASTM D5329)  
Resilience (ASTM D5329)  
Softening Point (ASTM D36)  
Ductility, 77F (25C) (ASTM D113)  
Flexibility (ASTM D3111 Modified)  
Flow 140°F (60°C) (ASTM D5329)  
Brookfield Viscoisty, 400°F (204°C) (ASTM D2669)  
Asphalt Compatibility (ASTM D5329)  
Bitumen Content (ASTM D4)  
Tensile Adhesion (ASTM D5329)  
Maximum Heating Temperature  
Minimum Application Temperature

##### Recommended Specification

20-40  
30% min.  
210°F (99°C) min.  
30 cm min.  
Pass at 30°F (-1°C)  
3 mm max  
100 Poise max.  
Pass  
60% min  
400% min.  
400°F (204°C)  
380°F (193°C)

#### INSTALLATION

The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

#### PACKAGING

Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

#### WARRANTY

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation**

**REFERENCES**

Project References

	Project	Description
1.		
2.		
3.		
4.		
5.		

JOBSITE VISIT CERTIFICATION

R001483 – PARKING LOT RESURFACING

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THE PROJECT.

\_\_\_\_\_  
BIDDER'S NAME AND  
SIGNATURE

\_\_\_\_\_  
COLLEGE REPRESENTATIVE'S  
NAME AND SIGNATURE  
MR. CHRIS ROWLEY

NOTE: THIS CERTIFICATION MUST BE SIGNED BY A FULL-TIME EMPLOYEE OF THE VENDOR AND THE COLLEGE REPRESENTATIVE AND BE SUBMITTED WITH BID PROPOSAL.

A SIGNED LETTER FROM THE COLLEGE REPRESENTATIVE (STATING THAT VENDOR HAS VISITED THE JOB SITE) MAY BE SUBSTITUTED FOR THE ABOVE, AND MUST BE SUBMITTED WITH BID PROPOSAL.

FAILURE TO SUBMIT ONE OF THE ABOVE WITH BID PROPOSAL SHALL CAUSE YOUR BID TO BE DISQUALIFIED.

CONTACT PERSON:

MR. CHRIS ROWLEY  
PHONE: 504 274-6077

## SPECIAL CONDITIONS

1. Delgado Community College of the State of Louisiana is an equal opportunity employer and looks to its contractors, subcontractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations.

All bids must be submitted on the form(s) furnished for this purpose and must be filled out in ink or typewritten and signed in ink. Do not erase, correct, or write over any prices or figures necessary for the completion of this bid proposal. If any corrections are necessary, each must be initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

A response to a bid invitation is our only indication of your interest in college business. Failure to respond to six (6) consecutive bid invitations may cause your name to be removed from the bidders' list.

Effective September 1, 1991, in accordance with Act 1029 of the 1991 Regular Legislative Session, Delgado Community College will not be responsible for any sales tax, either state or local.

Effective August 15, 1997, in accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

- a) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate, or affidavit.

By signing the bid, the bidder certifies compliance with the above.

All deliveries shall be made FOB Destination to the College unless otherwise specified by the College. All freight charges are to be clearly stated on the bid form. The College will not be responsible for freight charges not clearly stated as a part of this bid.

Delgado Community College reserves the right to reject any and all bids and to waive any informality.

It shall be distinctly agreed and understood that the price quoted must be a firm price, and not be subject to change at time of the shipment of goods or delivery of services.

2. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the College, the College reserves the right to cancel the item and to purchase it elsewhere.
3. If item(s) or services bid do not fully comply with specifications, including brand and/or product number, bidder must state in what respect the item(s)/services deviate. Failure to note exceptions on the bid form will not relieve the successful bidder from supplying the actual products or services requested.
4. Award to be made on an all-or-none basis.
5. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Vendor must state the brand/model he or she is bidding on each item.



It shall be the sole responsibility of the Vendor to prove equivalency. Vendor shall submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate your bid from consideration. The decision of the College as to equivalency shall be final.

6. If a vendor wishes to submit an alternate bid in addition to the brand/model requested, he or she may submit one (1) alternate bid. The alternate bid must be a separate submission, must be clearly marked as an alternate, and must include all applicable forms (i.e., jobsite visit). In addition, a separate, signed cover sheet must be submitted with the alternate.
7. In the event a greater quantity is needed, the right is reserved by the College to increase the amount, at the unit price stated in the bid, for (3) three months from the date of award.
8. Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
9. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, same shall be noted in your bid. Otherwise it will be interpreted that you are quoting as specified.
10. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the College. It shall also be specifically agreed and understood that the decision of the College shall be final.
11. No information will be given out as to opinions concerning the ultimate outcome while consideration of the award is in progress.
12. The college reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the College.
13. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the College.
14. Vendor compliance with the attached insurance requirements is mandatory (including the indemnification), and evidence of such compliance must be submitted before work can commence.
15. In case of default by the Vendor, the College reserves the right to purchase any or all items in default on the open market, charging Vendor with any excessive costs. Should such charge(s) be assessed, no subsequent bids of the defaulting Vendor will be considered until the assessed charge(s) have been satisfied.
16. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
17. Successful Vendor shall inspect jobsite and make his/her own measurements prior to installation.
18. Items furnished shall be delivered to the College, uncrated, set in place, installed (if requested), and all debris removed by the Vendor.
19. Scope of Work: work shall include all labor, materials, and services required to produce a completed repair which is acceptable to the College.

20. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that the generator provided and installed is left in good order, clean, and properly installed.



## **INSURANCE REQUIREMENTS FOR VENDORS**

VENDORS SHALL PROCURE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARRISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE VENDOR, HIS AGENTS, REPRESENTATIVES, EMPLOYEES, OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE VENDOR'S BID.

### **A. MINIMUM SCOPE OF INSURANCE**

COVERAGE SHALL BE AT LEAST AS BROAD AS:

1. INSURANCE SERVICES OFFICE FORM NUMBER GL002 (ED. 1/73) COVERING COMPREHENSIVE GENERAL LIABILITY AND INSURANCE SERVICES OFFICE FORM NUMBER GL040 COVERING BROAD FORM COMPREHENSIVE GENERAL LIABILITY; OR INSURANCE SERVICES OFFICE COMMERCIAL GENERAL LIABILITY COVERAGE ("OCCURRENCE" FORM CG0001). "CLAIMS MADE" FORM IS UNACCEPTABLE. THE "OCCURRENCE FORM" SHALL NOT HAVE A "SUNSET CLAUSE".
2. INSURANCE SERVICES OFFICE FORM NUMBER CA0001 (ED. 1/78) COVERING AUTOMOBILE LIABILITY AND ENDORSEMENT CA0025 OR CA0001 1923. THE POLICY SHALL PROVIDE COVERAGE FOR OWNED, HIRED, AND NON-OWNED COVERAGE. IF AN AUTOMOBILE IS TO BE UTILIZED IN THE EXECUTION OF THIS CONTRACT, AND THE VENDOR/CONTRACTOR DOES NOT OWN A VEHICLE, THEN THE PROOF OF HIRED AND NON-OWNED COVERAGE IS SUFFICIENT.
3. WORKER'S COMPENSATION INSURANCE AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA, INCLUDING EMPLOYERS LIABILITY INSURANCE.

### **B. MINIMUM LIMITS OF INSURANCE**

VENDOR SHALL MAINTAIN LIMITS NO LESS THAN:

1. COMMERCIAL GENERAL LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE.
2. AUTOMOBILE LIABILITY: \$1,000,000.00 COMBINED SINGLE LIMIT PER ACCIDENT, FOR BODILY INJURY AND PROPERTY DAMAGE.
3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY: WORKER'S COMPENSATION LIMITS AS REQUIRED BY THE LABOR CODE OF THE STATE OF LOUISIANA AND EMPLOYERS LIABILITY COVERAGE. EXCEPTION: EMPLOYERS LIABILITY LIMIT IS TO BE \$1,000,000.00 WHEN WORK IS TO BE OVER WATER AND INVOLVES MARITIME EXPOSURE.

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE COLLEGE. AT THE OPTION OF THE COLLEGE, EITHER 1) THE INSURER SHALL REDUCE OR ELIMINATE SUCH DEDUCTIBLES OR SELF-INSURED RETENTIONS AS RESPECTS THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS, OR 2) THE VENDOR OR CONTRACTOR SHALL PRODUCE A BOND GUARANTEEING PAYMENT OF LOSSES AND RELATED INVESTIGATIONS, CLAIMS ADMINISTRATION AND DEFENSE EXPENSES.

**D. OTHER INSURANCE PROVISIONS**

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

**1. GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

- A. THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS AND VOLUNTEERS ARE TO BE ADDED AS "ADDITIONAL INSURED" AS RESPECTS LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE VENDOR; PRODUCTS AND COMPLETED OPERATIONS OF THE VENDOR, PREMISES OWNED, OCCUPIED OR USED BY THE VENDOR. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, OR VOLUNTEERS.**
- B. ANY FAILURE TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, BOARDS AND COMMISSIONS OR VOLUNTEERS.**
- C. THE VENDOR'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.**

**2. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE COLLEGE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE VENDOR OR CONTRACTOR FOR THE COLLEGE.

**3. ALL COVERAGES**

EACH INSURANCE POLICY REQUIRED BY THIS CLAUSE SHALL BE ENDORSED TO THE STATE THAT COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY EITHER PARTY OR REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO THE COLLEGE.

**E. ACCEPTABILITY OF INSURERS**

INSURANCE IS TO BE PLACED WITH INSURERS WITH A BEST'S RATING OF A-:VI OR HIGHER. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKER'S COMPENSATION COVERAGE ONLY.

**F. VERIFICATION OF COVERAGE**

VENDOR/CONTRACTOR SHALL FURNISH THE COLLEGE WITH CERTIFICATES OF INSURANCE AFFECTING COVERAGE REQUIRED BY THIS CLAUSE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE COLLEGE BEFORE WORK COMMENCES. THE COLLEGE RESERVES THE RIGHT TO REQUIRE COMPLETE, CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.

**G. SUBCONTRACTORS**

**VENDOR/CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL FURNISH SEPARATE CERTIFICATES FOR EACH SUBCONTRACTOR. ALL COVERAGES FOR SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN.**

**INDEMNIFICATION AGREEMENT**

\_\_\_\_\_  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
AGREES TO PROTECT, DEFEND,  
INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF LOUISIANA, ALL  
STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS  
OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, INCLUDING VOLUNTEERS,  
FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES AND  
LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE  
DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR OR  
IN ANY WAY GROW OUT OF ANY ACT OR OMISSION OF

\_\_\_\_\_, ITS AGENTS, SERVANTS, AND  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES  
INCURRED BY \_\_\_\_\_ AS A RESULT OF

(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
ANY CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION EXCEPT THOSE CLAIMS,  
DEMANDS, AND/OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE  
OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES,  
BOARDS, COMMISSIONS, ITS AGENTS, REPRESENTATIVES, AND/OR  
EMPLOYEES.

\_\_\_\_\_  
(CONTRACTOR/SUBCONTRACTOR, VENDOR, LESSEE)  
AGREES TO INVESTIGATE  
HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH  
CLAIMS, DEMANDS, OR SUITS AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL  
OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THEY (CLAIMS, ETC)  
ARE GROUNDLESS, FALSE, OR FRAUDULENT.

ACCEPTED BY

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE ACCEPTED

IS CERTIFICATE OF INSURANCE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO